

A.G. Contract No. KR91-2770-TRD
ECS File: JPA-91-96
TRACS No: H 2400 02C
Project: 101L Pima Freeway
RAM 600-1-513
Section: McKellips Rd./Thomas Rd.
Traffic Interchange

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 13 February, 1992,
PURSUANT TO Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the SALT
RIVER PIMA MARICOPA INDIAN COMMUNITY, acting by and through its
TRIBAL COUNCIL (the "SRPMIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section
28-108 to enter into this agreement and has by resolution, a copy of
which is attached hereto and made a part hereof, resolved to enter
into this agreement and has delegated to the undersigned the
authority to execute this agreement on behalf of the State.

2. The SRPMIC is empowered to enter into this agreement and
has by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf of
the SRPMIC.

3. The State has in the current 5-Year Program a project to
construct the McKellips Road Traffic Interchange (T.I.), herein
referred to as the "Project", to facilitate future Pima Freeway
(101L) construction. In conjunction with said Project, the
installation of sanitary sewer lines are necessary. The SRPMIC have
agreed to pay actual cost of the sewer line materials required at
the McKellips Road T.I., estimated at \$76,000.00

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. 16412
FILED WITH SECRETARY OF STATE
Date Filed 02/13/92
Richard Mahoney
Secretary of State
By Wesley W. [Signature]

II. SCOPE OF WORK

1. The State will:

a. Call for bids and award one or more construction contracts to construct the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

b. Upon execution of this agreement, invoice the SRPMIC \$76,000.00, the estimated cost for the materials required to construct the sanitary sewer lines. Upon completion, submit to the SRPMIC, a detailed accounting and an invoice or reimbursement for the balance of the actual cost of materials for the sanitary sewer lines.

2. The SRPMIC will:

a. Review and approve design plans for the sanitary sewer lines prior to advertisement of the Project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the SRPMIC.

b. Be responsible for actual cost of materials for the sanitary sewer lines. Upon execution of this agreement and receipt of an invoice, remit to the State \$76,000.00, the estimated cost of materials for the sanitary sewer lines. Upon completion of the sanitary sewer lines, if required, remit payment upon receipt of a final invoice for the balance of the actual cost of materials for said sanitary sewer lines and construction engineering and administration.

c. Upon completion of the Project, assume ownership and maintenance responsibilities for the sanitary sewer lines.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and final payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
Mail Drop 616E
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

Salt River Pima Maricopa Indian Community
Route 1, Box 216
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

SALT RIVER PIMA MARICOPA
INDIAN COMMUNITY

STATE OF ARIZONA
Department of Transportation

By Ivan Makil
IVAN MAKIL Date
President

By Robert P. Mickelson 10/3/91
ROBERT P. MICKELSON Date
Deputy State Engineer

APPROVED:

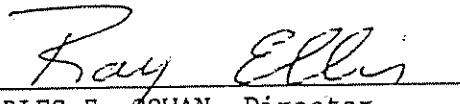
BUREAU OF INDIAN AFFAIRS

Wayne H. Cunniff, 1/22/92

RESOLUTION

BE IT RESOLVED on this 5th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Salt River Pima Maricopa Indian Community (SRPMIC), for the purpose of defining certain responsibilities for the construction, maintenance and reimbursement of drainage improvements along the Pima Freeway (101L) from McKellips to Thomas Roads.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



for CHARLES E. COWAN, Director
Arizona Department of
Transportation

JPA 91-96

APPROVAL OF
THE SALT RIVER PIMA MARICOPA INDIAN COMMUNITY
TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 29 day of Oct, 1991.



RICHARD WILKES
Tribal Attorney

1979j



Salt River

PIMA-MARICOPA INDIAN COMMUNITY

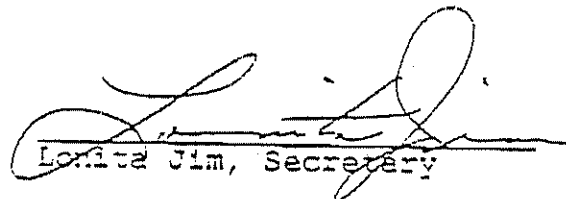
ROUTE 1, BOX 215 / SCOTTSDALE, ARIZONA 85255-9722 / PHONE (602) 941-7277

C E R T I F I C A T I O N

This is to certify that at its meeting on December 18, 1991 the Salt River Pima-Maricopa Indian Community Council, by a vote of 6 to 2, voted to approve the recommendations for expenditures of the Outer Loop Per Capita Funds as presented by the Community Manager. This included a set aside of \$1,000,000 to cover a portion of the costs for the waste water line materials as agreed to in Item 10, Exhibit B, Grant of Right-Of-Way Agreement with ADOT for the Pima freeway.

Attached is a budget authorization document which reflects the funds allocated for a portion of the Sewer (waste water) System among other items in the budget that was approved by the Council.

DONE this 29th day of January, 1991 at the Salt River Indian Reservation, Scottsdale, Arizona.


Lorita Jim, Secretary

DATE: 1/13/92
 I. INFORMATION SECTION: PROGRAM: Short Term Investments (Per Capita
 DEPT: ~~Community~~ INCOME CHANGE: ~~1~~ EXTENSION: ~~1~~
 FUND: NEW ~~1~~ LINE ITEM: ~~1~~ TERM: Indefinite
 FUNDING SOURCE: ~~Local~~ Per Capita TOTAL: \$2,460,000
 GRANT/CONTRACT: ~~1~~ PHONE EXT. #: ~~1~~
 PREPARED BY: T. Marcel

II. BUDGET SECTION:

LINE ITEM	DESCRIPTION	CURRENT BUDGET	CHANGE - OR -	REVISED BUDGET
--------------	-------------	-------------------	------------------	-------------------

	Sewer System Reserve	1,000,000		
	Sanitary Facilities	1,000,000		
	Water Treatment Improvements	1,000,000		
	Roads, Water, Bridge	1,000,000		
	Education Facility Reserve	1,000,000		

TOTALS: 2,460,000 2,460,000

III. JUSTIFICATION SECTION: [] LINE ITEM JUSTIFICATION ATTACHED.

[] FUND SOURCE DOCUMENTS ATTACHED.

IV. APPROVAL SIGNATURE SECTION:

Pauline O. Gray 1/13/92 [Signature] 1/14/92
 2) BUDGETS & RECORDS DATE 3) TREASURER DATE

REVISE APPROVED

[Signature] 1/15/92
 1) DEPARTMENT DIRECTOR DATE 4) COMMUNITY MANAGER/ DATE

V. DISTRIBUTION SECTION (B&R USE ONLY)

1) COMPUTER (COPY)	2) DEPT/PROG (COPY)	3) CENTFILE (COPY)	4) BA CHRONO (COPY)	5) TREASURER (ORIG)
JAN. 17 1992	JAN. 17 1992	JAN. 17 1992	JAN. 17 1992	JAN. 17 1992

08/91

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
~~Robert A. Woods~~

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-2770TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 31st day of January, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section